

EXHIBIT QQ

IN THE DISTRICT COURT OF THE SOUTHERN DISTRICT OF NEW YORK

XINUOS, INC.,)	
)	
Plaintiff,)	
)	
v.)	
)	Civil Action No. 7:22-cv-0977
INTERNATIONAL BUSINESS)	
MACHINES CORP. and RED HAT,)	
INC.)	
)	
Defendants.)	
)	

DECLARATION OF RICHARD BOLANDZ

I, Richard Bolandz, declare as follows:

1. I am over the age of 18 and of sound mind.
2. In 2011, I was CEO of UnXis, which later changed its name to Xinuos, Inc. UnXis was interested in purchasing substantially all of the assets from The SCO Group, Inc. (“SCO”) out of bankruptcy. I worked with counsel to negotiate that deal, which was ultimately consummated in an Asset Purchase Agreement (“APA”) and approved by the Bankruptcy Court.
3. SCO’s assets included an active business, contracts, intellectual property rights, and ongoing litigations, among many other things. We negotiated from a form agreement prepared by SCO’s counsel and approved by the Bankruptcy Court to buy substantially all of SCO’s assets, including all its IP rights – including the copyright at issue here – free and clear of any limitations. I understood this to include the right to pursue any claims that might accrue after the transaction, including for copyright infringement. I have no recollection of anyone expressing a contrary view at any time.
4. We wanted the business assets for our ongoing business, including the contracts

and intellectual property rights. SCO wanted to retain the ability to litigate its pending claims for unfair competition and tortious interference against IBM. Thus, those claims were excluded from the transaction.

5. I do not understand and do not recall hearing anyone express the view at any time that the litigation somehow impaired UnXis' rights to enforce its newly acquired IP, including any copyright claims that might accrue after the transaction and including any claims against IBM.

6. I have been told IBM's position is now that, by the APA, SCO retained the right to pursue copyright infringement claims that might accrue after the transaction. I do not recall anyone expressing that view during the transaction and, indeed, that view simply makes no sense to me. Having purchased the IP free and clear, I understood that UnXis (now Xinuos) and not SCO would have the right to pursue infringement claims that accrued after the transaction.

I affirm under penalty of perjury that the foregoing is true and correct to the best of my knowledge and belief.

Executed on 16 February 2023, in Las Vegas, Nevada.

DocuSigned by:
Richard Bolandz
BFCA74DDBF42461...

Richard Bolandz